

EXHIBIT “D”



Writer's Direct Phone (336) 316-5719
Writer's Direct Fax (336) 294-4751

April 25, 2001

Mr. Mike Quinn
Q&R Associates, Inc.
5604 Hernon Drive
West Chester, Ohio 45069

Dear Mike,

Enclosed you will find our check for \$25,000 for the month of April's draw as defined by our understanding. I have passed our e-mail correspondence to Mr. Charles McCoy, our general counsel, who told me that without a definitive agreement (contract), we are just operating on a month by month basis. He recommends that if we want to enter an agreement for something other than month to month, he would draft definitive agreements for us. I would like to ask you if there are any items that are unclear or require further definition in our mutual understanding.

He had some questions regarding your email from April 1, 2001 where you noted:

- 1- sharing in the pain below \$1.00/lb. I don't remember discussing \$1.00 and it's not in John's notes. I do believe we should share in the pain when prices are lowered, however with the low prices you have already quoted I think \$.96/lb is more realistic.

I told Charles not to worry about writing this into the agreement, but to include some reference to the fact that we will discuss price concessions and agree upon a specific commission rate for lower priced orders. In addition, you stated:

- 2- if Unifi's spunbond operation is sold Q&R will be protected. As John, said in our last meeting this is our last trip down spunbond road. We do need to discuss a \$ amount.

I told him that you and I discussed this and you understood that I was not able to bind Unifi to anything regarding change of control. Our objective was to be so successful quickly that Unifi would not want to sell the operation! I referenced my email to you of April 2nd.

One final point, he asked about the 120 days termination terms. I suggest that in the definitive agreement, it would be stated that if you wanted out you would need to give us notice of 120 days. We would have the option to let you out then and still collect commissions for previous sales and orders already turned in by you, but not for future sales you did not make during the 4 month period. If we terminate the agreement we would have the option of carrying out commissions as normal for the 4 months, including orders already turned in by you, OR, we could pay you 4 months commissions at that time based on the current run rate. What do you think?

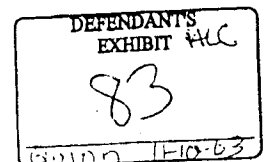
Let me know if there are other things you want in the definitive agreement.

Thanks,

Mike Mebane

Cc: Charles McCoy, Allan Logie

Unifi, Inc. PO Box 19109
Greensboro, NC 27419-9109
(336) 294-4410



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